# PLASTIC PROGRAM VERIFICATION DEED OF REPRESENTATION

BY

CARBON CHECK (INDIA) PRIVATE LIMITED

**THIS DEED OF REPRESENTATION** is made on 15/12/2023

**BY**

Carbon Check (India) Private Ltd. Registered office:

2071/38, 2nd floor, Naiwala, Karol Bagh,

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Corporate office: Unit No. 1701, Logix City Centre Office Tower,

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India.

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(as **VVB**)

**THIS DEED WITNESSES** as follows:

## 1. INTERPRETATION

1.1 In this Deed:

**"Account Holder"** means the holder of an account in the Verra Registry;

**"Collected Plastic"** means plastic waste that has been moved from its source to a Plastic Waste Reduction Program (Plastic Program) methodology-defined appropriate destination (based on the definition of "collection" in *ISO 472:2013 Plastics – Vocabulary* with the substitution of "a Plastic Waste Reduction Program methodology-defined appropriate destination" for "a place where it can be recovered");

**"Plastic Credit"** means a credit issued by and held in the Verra Registry, representing the right of the account holder in whose account the credit is recorded to claim the achievement of collected or recycled plastic waste of the amount of one (1) tonne that has been verified by a validation/verification body in accordance with Plastic Program Rules. There are two types of Plastic Credits: Waste Collection Credits and Waste Recycling Credits. Recordation of a Plastic Credit in the account of the holder at the Verra Registry is prima facie evidence of that holder's entitlement to that Plastic Credit;

**"Plastic Program Rules"** means the rules and requirements set out in the *Plastic Waste Reduction Program Guide (Plastic Program Guide)*, the *Plastic Waste Reduction Standard (Plastic Standard)* and other Plastic Program documents; such rules and requirements may be updated from time to time;

**"Plastic Program"** means the program operated by Verra, which establishes rules and requirements that operationalize the *Plastic Standard* to enable the validation of plastic waste collection and recycling Projects, and the verification of the impacts of those activities;

**"Project"** means Plastic Waste Recycling & Improving Waste Picker Livelihoods in Kenya;

**"Project Crediting Period"** means the time period for which plastic waste collected and/or recycled by the Project is eligible for issuance of Plastic Credits. The *Plastic Standard* sets out rules for the length of the crediting period and its renewal;

**"Project Ownership"** means the legal right to control and operate the project activities;

"**Project Proponent**" meansthe individual or organization that has overall control and responsibility for the Project, or an individual or organization that together with others, each of whom is also a Project Proponent, has overall control or responsibility for the Project; the entity/entities that can demonstrate Project Ownership with respect to the Project;

**"Recycled Material"** means material that has been reprocessed from collected plastic waste by means of a manufacturing process and made into a final product or into a component for incorporation into a product (*TE-101-V1.0-2019.10.01 – Terms and definitions for Textile Exchange standards and related documents*);

**"Validation/Verification Body"** or "**VVB**" means an organization approved by Verra to act as a validation/verification body in respect of providing validation and/or verification services in accordance with the Plastic Program Rules;

**"Verification Report"** means the written report of verification covering the plastic waste collected and/or recycled by the Project from 01/01/2022 to 31/08/2022 and prepared by the VVB in accordance with the Plastic Program Rules; and

**"Verra Registry"** means the platform that records all Projects (listed and registered) and Plastic Credits issued under the Plastic Program. It provides public access to all Project and Plastic Credit information, and provides Project Proponents with the ability to list and register Projects and issue, hold and retire Plastic Credits.

1.2 Documents referred to in this Deed but not defined shall be the Plastic Program documents, as updated from time to time, to which the relevant term relates.

## 2. REPRESENTATIONS

2.1 I am the Validation/Verification Body in relation to the verification of the Project.

2.2 I hereby represent and warrant that:

2.2.1 I have independently verified the plastic waste collected and/or recycled by the Project in accordance with the Plastic Program Rules;

2.2.2 In relation to any validation findings and conclusions provided in the Verification Report, I have independently validated the Project's compliance with the Plastic Program requirements as set out in the Plastic Program Rules; and

2.2.3 All factual information that I provide in relation to this Deed or have provided in the Verification Report is to the best of my knowledge following due inquiry true, accurate and complete in all material respects and I have not made or provided, and will not make or provide, false, fraudulent or misleading statements or information in relation to this Deed or the Verification Report.

2.3 I hereby acknowledge and agree that:

2.3.1 The following persons may rely on and enforce the terms of this Deed:

(a) Verra;

(b) each person who is an Account Holder holding Plastic Credits relating to the Project at any given time;

(c) each person on whose behalf Plastic Credits relating to the Project were retired by an Account Holder; and

(d) each of the successors and assigns of those persons listed in clauses 2.3.1(a), 2.3.1(b) or 2.3.1(c);

2.3.2 Neither Verra, nor any of its respective affiliates, directors, employees, agents, licensors and/or contractors, shall be liable with respect to any claims whatsoever arising out of this Deed or erroneous information within the Verification Report submitted to the Verra Registry for indirect, consequential, special, punitive or exemplary damages, including, without limitation, claims brought against Verra by Account Holders, Project Proponents, other Validation/Verification Bodies or any other third party. This paragraph shall apply regardless of any actual knowledge or foreseeability of such damages;

2.3.3 I have read, understood and will abide by the Plastic Program Rules; and

2.3.4 Verra has an absolute right to amend any of the Plastic Program Rules at any time and shall not bear any liability for loss or damage or liability of any kind sustained by the Validation/Verification Body or any other party involved in the Project in any way under the Plastic Program as a consequence of such amendment.

## 3. GOVERNING LAW AND JURISDICTION

This Deed is governed by and interpreted in accordance with English law, and the English courts shall have exclusive jurisdiction to settle any dispute arising from or connected with this Deed including a dispute regarding the existence, validity or termination of this Deed or the consequences of its nullity.

## 4. SOVEREIGN IMMUNITY

To the extent that the Validation/Verification Body enjoys any right of immunity from set-off, suit, execution, attachment or other legal process with respect to its assets or its obligations under this Deed, the Validation/Verification Body waives all such rights to the fullest extent permitted by law.

## 5. COUNTERPARTS

This Deed may be executed in any number of counterparts, each of which when executed and delivered is an original and all of which together evidence the same deed.

## 6. DELIVERY

This Deed is delivered on the date written at the start of the Deed.

**EXECUTED** by Carbon Check (India) Private Limited as a deed



_____ Signature of director

**Vikash Kumar Singh** Name of director



Signature of director/secretary

**Anubhav Dimri**

Name of director/secretary